

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF
APOSTOLIC WAY OF LIFE MINISTRY, INC.
(the "Corporation")
In Lieu of a Meeting**

THE UNDERSIGNED, being all the directors of the Corporation, do hereby (i) unanimously consent, to the adoption of the following resolutions as of the date hereof, (ii) waive all requirements of notice, (iii) unanimously consent that such resolutions shall be effective as of the date of this consent and shall have the same force and effect as if adopted by unanimous affirmative vote at a meeting of the Corporation's directors duly called and held on such date, and (iv) direct that this written consent be filed in the Minute Book of the Corporation (execution of counterparts hereof shall evidence such unanimous consent, if necessary):

WHEREAS, the Corporation desires to purchase the property located at 799 Hwy. 31 S., Alabaster, AL 35007 and further described on Exhibit A hereto from Jane H. Riley, Jeannie H. Bubbett and Jerrilynn H. Chambers for the purchase price of \$180,000.00; and

WHEREAS, to effectuate the purchase of said property, it will be necessary for Corporation to execute a promissory note in the original principal amount of \$74,441.00 and a mortgage to secure said note, both in favor of Central State Bank; and

WHEREAS, the Board of Directors of the Corporation have reviewed the Sales Contract attached hereto as Exhibit B and have determined that it is in the best interest of the Corporation to purchase the property in accordance with the terms of Exhibit B.

IT IS RESOLVED, that the Board of Directors of the Corporation hereby authorize (a) the purchase of the property set out on Exhibit A hereto from Jane H. Riley, Jeannie H. Bubbett and Jerrilynn H. Chambers for the purchase price of \$180,000.00 in the manner and form described above and in the sales contract, (b) the execution of a promissory note and mortgage in the original principal amount of \$74,441.00 in favor of Central State Bank and further adopt, ratify affirm and approve of the actions of any directors or officers prior to this resolution and in any way related to the purchase authorized hereunder, including expressly, the negotiation and execution of the Sales Contract attached hereto as Exhibit B.

IT IS FURTHER RESOLVED, that Board of Directors of the Corporation hereby authorize and empower Mary Cooper-McNeal, as President of the Corporation to execute and deliver the promissory note and mortgage described above and any and all documents necessary to effectuate the closing of the sale authorized hereby on behalf of Corporation expressly including, but not limited to, any amendment, modification, extension or renewal of the Sales Contract, settlement statements, notes, mortgages, affidavits of title and the like.

IN WITNESS WHEREOF, the undersigned directors have set their hands and seals hereto as of February 13th, 2019.

DIRECTORS:

Nancy Burns
Nancy Burns, Director 1 of 3

Goldie Jones
Goldie Jones, Director 2 of 3

Narkita Burns
Narkita Burns, Director 3 of 3

In Witness Whereof, I have hereunto set my hand on this the 13th day of February, 2019.

Narkita Burns
Narkita Burns, Secretary


I, Narkita Burns, Secretary of Apostolic Way of Life Ministry, Inc., do certify that I have been duly elected as Secretary of the Corporation as of the date hereof and that I am the keeper of the records and minutes of the Corporation.

This the 13th day of February, 2019

Narkita Burns
Narkita Burns, Secretary

Sworn to and Subscribed before me on this the 13th day of February, 2019.

Margie Rasberry
Notary Public
My Commission Expires: July 7, 2021


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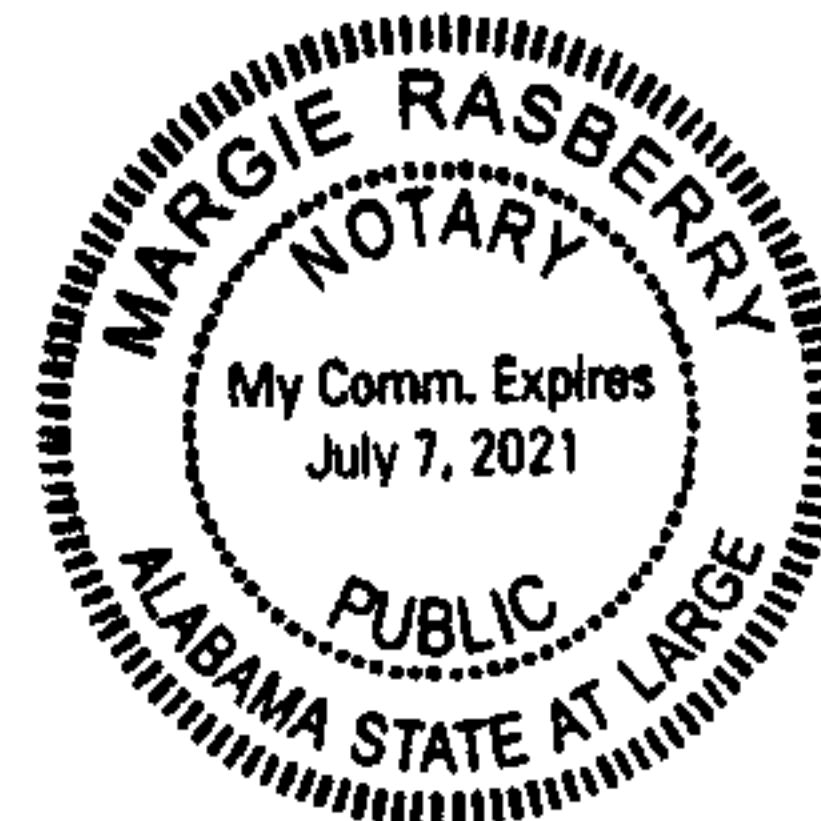


EXHIBIT A

Beginning at the Southeast corner of the NW 1/4 of NE 1/4 of Section 18, Township 21 South, Range 2 West and run thence North 256 feet to the point of beginning; then continue North 217 feet; thence run North 87 deg. 15 min. West 632 feet to a point on U.S. Highway 31 R.O.W.; thence South 40 deg. 30 min. East 316 feet; thence North 89 deg. 45 min. East 440 feet to the point of beginning. Being situated in the NW 1/4 of the NE 1/4 of Section 18, Township 21, Range 2 West, Shelby County, Alabama.




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EXHIBIT B

LOTS OR OTHER UNIMPROVED LAND SALES CONTRACT

Form Approved by Birmingham Association of REALTORS®, Inc.
March 29, 2006, Reformatted April 2013 (Previous forms obsolete)


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Date: 01/24/19

The undersigned Buyer(s) Apostolic Way of Life Ministry hereby agrees to purchase and
(Please print exact names in which title will be taken)
the undersigned Seller(s) owner of records hereby agrees to sell the following
(Please print exact names in which title will be taken)
described lot(s) or other unimproved land and appurtenances thereto (the "Property") situated in the City
of Alabaster, County of Shelby, Alabama, on the terms stated below:

Address: 799 Hwy 31S Zip Code: 35007

Legal Description: _____
and Parcel ID: 224 180000 007.000

1. **THE TOTAL PURCHASE PRICE OF THE PROPERTY SHALL BE \$** 180,000.00

Earnest Money under this Contract shall be \$ 500.00

(A) **FINANCING:** (Check as applicable)

☐ (1) Buyer will pay cash or obtain a loan for the Property with no financing contingency.

☒ (2) This Contract is contingent on Buyer obtaining approval of a loan in the amount of
\$ 180000.00 or _____ % of the Purchase Price (excluding any financed loan
costs) at the prevailing interest rate and loan costs. Buyer will apply for financing within 7 days (7
days if left blank), from the Finalized Date and will provide any and all credit, employment, financial and
other information required by the mortgage lender. "Finalized Date" shall mean the date that appears
under the signatures of the parties to this Contract. **No term of this financing contingency can be
changed without written authorization of the Seller.**

☐ (B) **DEVELOPMENT:** (Check if applicable)

~~This Contract is contingent upon Buyer obtaining appropriate financing, applicable building
permits, all utilities (electricity, gas, sewer and water) for use on the Property for the purpose intended. In
the event there is not a public sewer system, this Contract is also subject to approval by proper Health
Department authorities of a permit for installation of a septic tank. In the event of any one of these
contingencies cannot be fulfilled on or before _____, 20__, Seller agrees to refund Earnest
Money and this Contract shall become null and void. Buyer is responsible for determining whether all
necessary utilities are on the Property and are available for the intended purpose of the Buyer.~~

2. **CLOSING DATE:** The sale shall be closed and the deed delivered on or before February
14th, 2019 at : a.m. p.m. .

3. **EARNEST MONEY & BUYER'S DEFAULT:** Seller and Buyer hereby direct the Listing
Company to hold the Earnest Money in trust until this Contract has been accepted and signed by all
parties, at which time the Earnest Money will be promptly deposited into the escrow account of the

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Lots or Other Unimproved Land Sales Contract, Page 1 of 5

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Listing Company. In the event an offer or counteroffer is not accepted, the Earnest Money shall be returned to Buyer without a signed release. If the Contract is accepted and signed by all parties and the sale does not close, however, a separate mutual release signed by all parties to this Contract will be required before the Earnest Money will be disbursed. In the event either Buyer or Seller claims the escrowed funds without the agreement of the other party, any holder of the escrowed funds, as prescribed by Alabama Real Estate License Law Rule: 790-X-3-.03 (4), (5), must either retain the escrowed funds until there is a written mutual release among the parties or interplead the disputed portion of the funds into the appropriate court, and shall be entitled to deduct from the escrowed funds for court costs, attorney fees and other expenses relating to the interpleader; provided, however, that any Claim as defined in Paragraph 15 below shall remain subject to mediation and arbitration as set forth in said Paragraph. Seller, at Seller's option, may cancel this Contract if the Earnest Money check is rejected by the financial institution upon which it is drawn. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at the option of Seller, provided Seller agrees to the cancellation of this Contract, or alternatively, Seller may elect to pursue his or her available legal or equitable remedies against Buyer pursuant to Paragraph 15 below.

4. AGENCY DISCLOSURE:

The listing company is RE/MAX First Choice

The selling company is RE/MAX Advantage South

The listing company is: (Two blocks may be checked) ☒ An agent of the seller. ☐ An agent of the buyer.
☐ An agent of both the seller and buyer and is acting as a limited consensual dual agent.
☐ Assisting the ☐ buyer ☐ seller (check one or both) as a transaction broker.

The selling company is: (Two blocks may be checked) ☐ An agent of the seller. ☒ An agent of the buyer.
☐ An agent of both the seller and buyer and is acting as a limited consensual dual agent.
☐ Assisting the ☐ buyer ☐ seller (check one or both) as a transaction broker.

Buyer's Initials

mm

Seller's Initials

msr

QAB

JAC

5. **TITLE INSURANCE:** Seller agrees to furnish Buyer a standard form owner's title insurance policy at Seller's expense, issued by a company qualified to insure titles in Alabama, in the amount of the Purchase Price, insuring Buyer against loss on account of any defect or encumbrance in the title, subject to exceptions herein, including Paragraphs 6 & 8 below; otherwise, the Earnest Money shall be refunded in accordance with Paragraph 3 above. In the event owner's and mortgagee's title policies are required at closing, the total expense of procuring the two policies will be divided equally between Seller and Buyer, even if the mortgagee is the Seller. Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property.

6. **SURVEY:** Buyer ☐ does ☒ does not require a survey by a registered Alabama land surveyor of Buyer's choosing. The lender may require a survey and it is recommended that a new survey be obtained on all purchases. Available information indicates that the Property ☐ is ☒ is not located in a flood plain, but this should be confirmed by a flood plain certification and/or a current surveyor's statement in the survey which shall be the responsibility of Buyer. Further, unless otherwise agreed herein, the Property is purchased subject to utility easements, residential subdivision covenants and restrictions, if any, and building lines of record. It is the responsibility of Buyer to determine, prior to closing of this Contract, whether the foregoing materially impairs the use of the Property for intended purposes. Unless otherwise agreed herein, the survey shall be at Buyer's expense.

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7. **PRORATIONS:** Ad valorem taxes, as determined on the date of closing, accrued interest on mortgage(s) assumed, and homeowners association, fire district or other dues, fees or assessments are to be prorated between Seller and Buyer as of the date of closing, and any existing escrow deposits shall be credited to Seller. Unless otherwise agreed herein, all ad valorem taxes except municipal are presumed to be paid in arrears for purpose of proration; municipal taxes, if any, are presumed to be paid in advance.

8. **CONVEYANCE:** Seller agrees to convey the Property to Buyer by Statutory warranty deed (check ☐ if Buyer desires that title be held as joint tenants with rights of survivorship), free of all encumbrances except as permitted in this Contract. Seller and Buyer agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds. The Property is sold and is to be conveyed subject to any mineral and/or mining rights not owned by Seller. Seller understands that the present zoning classification is: Commerical. It is Buyer's responsibility to verify the current zoning classification.

9. **CONDITION OF THE PROPERTY:** **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING CONDITION OF THE PROPERTY EXCEPT TO THE EXTENT EXPRESSLY AND SPECIFICALLY SET FORTH HEREIN.** Purchaser has the obligation to determine any and all conditions of the Property material to Buyer decision to buy the Property, including without limitation, subsurface condition, including the presence or absence of sinkholes, mining activity, wells or buried tanks and other objects; soil conditions; and utility and sewer or septic availability and condition. Except as otherwise stated in this Contract, Buyer accepts the Property in its present "as is" conditions.

Buyer's Initials

Seller's Initials *JHB*


10. **DISCLAIMER:** Seller and Buyer hereby acknowledge and agree that they have not relied upon any advice or representation of the Listing Broker or Company or the Selling Broker or Company or any of their sales associates ("brokers and sales associates"), and accordingly Seller and Buyer agree that no broker or sales associate shall be held responsible for any obligations or agreements that Seller or Buyer have to one another hereunder. Further, Seller and Buyer agree to discharge and release the brokers and sales associates from any claims, demands, damages, actions, causes of actions or suits at law arising in any way from this Contract related to the Property, and shall include but not be limited to the availability or location of utilities, sewer or septic system; the investment or resale value of the Property; subsurface or subsoil conditions such as sinkholes, mining or other soil conditions, including radon or other potentially hazardous gases or toxic materials; Property access, easements, covenants, restrictions, development structure, and appurtenances thereto, the availability of utilities or sewer service; and any matters affecting the character of the neighborhood; the past, present, or future financial stability of the developer, if any, or the future insurability of the Property; the investment or resale value of the Property; or any other matters affecting the willingness of the Seller and Buyer to sell or purchase the Property on the terms and at the Purchase Price herein set forth. Seller and Buyer acknowledge and agree that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.

Buyer's Initials

Seller's Initials *JHB*

11. **SELLER WARRANTY:** Seller warrants that Seller has not received notification from any owners association or lawful authority regarding any unpaid assessments, pending assessments, pending public improvements, or repairs, replacements, or alterations to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on the Property except as described in this Contract. These warranties shall survive the closing.

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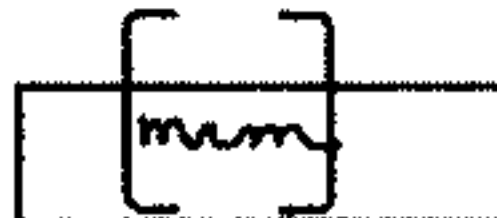
12. **HAZARDOUS SUBSTANCES:** Seller and Buyer expressly acknowledge that the Broker(s) have not made an independent investigation or determination with respect to the existence or nonexistence of PCB transformers, or other toxic, hazardous or contaminated substances or gases in, on, or about the Property, or for the presence of underground storage tanks. Any such investigation or determination shall be the responsibility of Seller and/or Buyer and Broker(s) shall not be held responsible therefor.

13. **SELECTION OF ATTORNEY:** Buyer and Seller hereby ☒ do ☐ do not agree to share the fees of a closing attorney. Buyer and Seller acknowledge and agree that such sharing of fees may involve a conflict of interest on the part of the attorney and the attorney will require that an affidavit be signed at closing acknowledging the conflict of interest and Buyer's and Seller's acceptance of the same. The parties further acknowledge that they have a right to be represented at all times by separate and independent counsel in connection with this Contract and the closing thereof by an attorney of their own choosing at their own expense.

14. **OTHER OFFERS WHILE BUYER'S OFFER IS PENDING:** Buyer hereby acknowledges that offers other than Buyer's offer may have been made or may be made before Seller acts on or while Seller is considering Buyer's offer or counteroffer. While the Buyer's offer or counteroffer is pending, and before this Contract becomes effective, Seller hereby expressly reserves the right to reject Buyer's offer or counteroffer or to withdraw any offer previously made by Seller to Buyer relating to the Property, and to accept any other offer or counteroffer.

15. **MEDIATION AND ARBITRATION/WAIVER OF TRIAL BY JURY:** All claims, disputes or other matters in question arising out of or relating in any way to this Contract or the breach thereof, including claims against any broker or sales associate, or relating to the relationship involved with, created by or concerning this Contract, including the involvement of any broker or sales associate ("Claim"), shall be submitted to mediation with a mutually agreed upon mediator within forty-five (45) days of notice of the Claim. In the event no mediated resolution is reached within sixty (60) days of the party's notice of the Claim, all Claims shall be resolved by binding arbitration by a single arbitrator in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. **EACH PARTY ACKNOWLEDGES THAT HE OR SHE IS KNOWINGLY WAIVING THE RIGHT TO A TRIAL BY JURY RELATING TO ALL CLAIMS.** All disputes concerning the arbitrability of any Claim or the enforceability or scope of this provision shall be subject to the same binding arbitration. The parties shall bear equally the cost of the arbitrator and each party shall otherwise bear their own costs; provided the arbitrator shall have the authority to award costs as a part of this award to the extent authorized by applicable law. The arbitrator shall follow the law applicable to any Claim and shall be empowered to award any damages or other relief which would be available under the law applicable to any such Claim. The determination of the arbitrator shall be final, binding on the parties and non-appealable, and may be entered in any court of competent jurisdiction to enforce it. The parties acknowledge and agree that the transactions contemplated by and relating to this Contract, which may include the use of materials and components which are obtained from out-of-state and which otherwise include the use of interstate mails, roadways and commerce, involve interstate commerce, as that term is defined in the Federal Arbitration Act, 9 U.S.C. § 2.

Buyer's Initials





Seller's Initials









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16. **FACSIMILE OR COUNTERPART SIGNATURES:** This Contract may be executed and delivered by any party hereto by sending a facsimile of the signature or by a legally recognized e-signature. Such facsimile signature or legally recognized e-signature shall be binding upon the party so executing it upon the receipt of the signature by any other party.

17. **ADDITIONAL PROVISIONS:** Additional provisions to this Contract are set forth on the attached Addendum(s) # _____ which shall be signed by all parties and shall be part of this Contract.

18. **OBLIGATION FOR FEES AND EXPENSES:** Buyer and Seller acknowledge that in the event this Contract is cancelled or does not close for any reason, fees or costs paid in advance may be non-refundable.

19. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between Buyer and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Buyer and Seller, whether oral or written. Neither Buyer, Seller, nor any broker or sales associate shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein.


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THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

Witness to Buyer's Signature

Witness to Buyer's Signature

Witness to Seller's Signature

Witness to Seller's Signature

Authenticated
Mary Cooper McNeal 01/25/2019
Buyer 12/29/2019 5:53:47 PM CST (Date)

Buyer (Date)
Melva Jane Riley 1-28-19
Seller (Date)
Deanne H. Bubbert 1-28-19
Seller (Date)
Jessie Ann H. O'Neal 1-28-19

Finalized Date: _____, 20____
(Date on which last party signed or initialed acceptance of final offer)

EARNEST MONEY: Receipt of the earnest money in the amount identified in Paragraph 1 is hereby acknowledged.

☐ CASH

☐ CHECK

LISTING COMPANY: RE/MAX First Choice By: _____ DATE _____, 20____

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